



# Discovery Southeast

Hands-on Nature Education for Southeast Alaskans

PO Box 21867, Juneau, AK 99802

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info@discoverysoutheast.org

DiscoverySoutheast.org

## ACKNOWLEDGEMENT OF RISK AND ASSUMPTION OF RESPONSIBILITY

Please take a moment to read the following information. If you agree with all of it, please sign below. You are always welcome to ask for more information if you have questions. Registration in Discovery Southeast programs is voluntary, so please do not sign unless you are comfortable with the following.

**NOTICE:** Discovery Southeast aims to provide safe and healthy programs. We expect fewer injury rates than traditional athletic programs, and we intend to promote lifelong physical and mental health and fitness. Safety is a priority for each outing and class.

There are, however, elements of risk. Discovery Southeast does not want to frighten you or reduce your enthusiasm for these activities, but we think it is important for you to know in advance what to expect and to be informed of the inherent risks. Among the activities included in Discovery Southeast programs are transportation in a vehicle (usually a van), walking along roads or trails, playing and hiking off trail, swimming, kayaking, being in remote or wilderness locations without cell phone service, hiking on snowy or slippery terrain, cooking, and building fires, and other indoor and outdoor activities which pose some risk of injury no matter how carefully they are conducted.

**ACKNOWLEDGEMENT OF RISKS:** By signing below, you acknowledge that these activities may involve some risk, including risk of personal injury, illness, and death. The following describes some, but not all, of those risks: exposure to elements; a vehicle accident; recklessness of other participants; an “act of nature” such as severe weather or falling trees; attack by or encounter with insects or animals; risks from accidents or illnesses occurring in a location where there are no medical facilities; risks associated with traveling off-trail or in the backcountry. The description of these risks is not complete and unknown or unanticipated risks may exist.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** Knowing that these and other risks exist, by signing below you authorize the participant to take part in this program. Discovery Southeast programs involve activities that may be physically and/or mentally demanding. By signing this permission form, you certify that you believe the participant is physically and mentally capable of participating.

**MEDICAL AUTHORIZATION:** By signing below, you acknowledge that all medical needs and conditions are accurately reported on your medical form. If medications are listed, the participant must provide a sufficient supply for each day, and inform the leaders of the signs and symptoms pertaining to the need for the medication. The participant must be capable of, and responsible for, administration of the medication.

By signing below, you authorize program staff to provide and seek medical treatment deemed necessary in the event of participant’s injury or illness.

**COVENANT OF GOOD FAITH:** Discovery Southeast will operate under a covenant of good faith and fair dealing, but may find it necessary to terminate any activity, or the participation of a person for safety. Further, while operating under good faith, mistakes may occur: leaders and participants make decisions based on a variety of perceptions and evaluations that are subject to error in judgment.

**RELEASE OF LIABILITY:** By signing below, you agree to hold Discovery Southeast, and its agents, harmless from all liabilities, actions, causes of action, debts, claims, and demands, including those arising from injury, damage, or inconvenience to person or property in connection with the Discovery Southeast program. To the extent allowed by law, this release extends to liability arising from negligence—although not liability arising from gross negligence or intentional misconduct.

**PHOTO RELEASE:** By signing below, you grant Discovery Southeast permission to use for promotional, educational, and informational needs, any photo or video that may be taken of the participant during a Discovery Southeast program.

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Participant Signature

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Date

Return completed forms to: [info@discoverysoutheast.org](mailto:info@discoverysoutheast.org), and direct questions there or to (907) 463-1500.

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Above & Beyond Alaska, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "A&BA"), I hereby agree to release, indemnify, and discharge A&BA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking, canoeing, sea kayaking, bear viewing, river rafting, glacier climbing & trekking, glacier caving, hiking, fishing, camping and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the glacier, mountain or into a crevasse; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; the risks of exposure to insect bites; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; boat capsizing and entrapment; tidal conditions, surf and currents; collision with objects or other watercraft; prolonged exposure to cold water, cold shock, hypothermia, accidental drowning; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; rapidly changing adverse weather and water conditions; travel in remote areas with poor or no access to emergency and/or medical services; equipment failure and/or operator error; consumption of food or drink; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Helicopter and other transportation travel have increased risks in mountainous areas.

Furthermore, A&BA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A&BA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of A&BA's equipment or facilities, **including any such claims which allege negligent acts or omissions of A&BA.**
4. Should A&BA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against A&BA, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of Alaska shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against A&BA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) (print minor's name) ("Minor") being permitted by A&BA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless A&BA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_